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Attorneys for Plaintiff  
R-STOR, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

R-STOR, INC., a Delaware Corporation;

Plaintiff,

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A-24 (Australia) PTY LTD.; an Australian Proprietary Company;

Defendant.

**CASE NO.**

**COMPLAINT FOR:**

1. BREACH OF CONTRACT;
2. ACCOUNT STATED (COMMON COUNT);
3. OPEN BOOK ACCOUNT (COMMON COUNT);
4. QUANTUM MERUIT (COMMON COUNT)

**(JURY TRIAL DEMANDED)**

Plaintiff R-Stor, Inc. ("R-Stor") alleges as follows:

## **JURISDICTION AND VENUE**

1. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1332. The amount in controversy exceeds \$75,000.00 and there is complete diversity between the parties.

2. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b) in that, among other things, a substantial part of the events or omissions giving rise to the claims herein occurred in this judicial district and defendant A-24 Pty Ltd (“A-24”) consented to the jurisdiction of this Court in the underlying agreements between the parties.

## **INTRADISTRICT ASSIGNMENT**

3. Assignment to the San Jose Division of this Court is appropriate under Local Rule 3-2(e).

## **NATURE OF ACTION**

4. This action is brought to enforce the terms of an agreement between R-Stor and A-24. A-24 agreed to make payment for cloud services it ordered from R-Stor. R-Stor provided the services but A-24 failed to fulfill its payment obligations and, as a result, R-Stor was forced to bring the present action.

## THE PARTIES

5. R-Stor is a Delaware Corporation with its principal place of business in Culver City, California.

6. Upon information and belief, A-24 is an Australian proprietary company with its principal place of business in North Sydney, Australia.

## **FACTS UNDERLYING THE CLAIMS FOR RELIEF**

7. R-Stor realleges paragraphs 1-6 as if set forth herein.

8. R-Stor is a cloud service provider.

9. Upon information and belief, A-24 is a provider of technology solutions.

10. On April 14, 2021, R-Stor and A-24 entered into the R-Stor Distributor Agreement (the “Distributor Agreement”). (A true and correct copy of the Distributor Agreement is attached as Exhibit A.)

11. On April 21, 2021, A-24 submitted Purchase Order No. A214 for R-Stor services. (A true and correct copy of Purchase Order No. A214 is attached as Exhibit B.)

12. R-Stor subsequently provided A-24 with R-Stor services.

13. On May 10, 2021, R-Stor issued Invoice No. 1168 for the services (the "Invoice").  
(A true and correct copy of the Invoice is attached as Exhibit C.)

14. A-24 refused to pay the Invoice when due.

15. R-Stor is now owed AU\$403,200.00, not including interest, by A-24.

**FIRST CLAIM FOR RELIEF**  
(Breach of Contract)

16. R-Stor realleges paragraphs 1-15 as if set forth herein.

17. The parties entered into the Distributor Agreement which is a valid and enforceable contract for the purchase of R-Stor services.

18. R-Stor performed all of the conditions, covenants and obligations required of it under the Distributor Agreement except to the extent that such performance was prevented, waived or excused by A-24's conduct.

19. A-24 breached the Distributor Agreement by the acts herein alleged.

20. A-24's breaches of the Distributor Agreement have proximately caused harm and damage to R-Stor in an amount in excess of AUS\$403,200.00 to be proven at trial.

WHEREFORE, R-Stor prays for judgment as set forth below.

**SECOND CLAIM FOR RELIEF**  
(Account Stated (Common Count))

21. R-Stor realleges paragraphs 1-20 as if set forth herein.

22. As described above, there is now owing an account stated in writing between R-Stor and A-24 in the amount of AUS\$403,200.00.

23. Neither all nor part of that sum has been paid, although demand has been made. As a result, there is now due, owing and unpaid the sum of AU\$403,200.00, with interest as allowed by law.

WHEREFORE, R-Stor prays for judgment as set forth below.

**THIRD CLAIM FOR RELIEF**  
(Open Book Account (Common Count))

24. R-Stor realleges paragraphs 1-23 as if set forth herein.

25. Within the past four years, A-24 became indebted to R-Stor on an open book account for money due in the sum of AUS\$403,200.00 which A-24 agreed to pay.

26. The sum has not been paid although a demand therefor has been made, and there is now due, owing and unpaid the sum of AUS\$403,200.00 with interest as allowed by law.

**FOURTH CLAIM FOR RELIEF**  
(Quantum Meruit (Common Count))

27. R-Stor realleges paragraphs 1-26 as if set forth herein.

28. As described above, R-Stor provided services to A-24 in accordance with the Distributor Agreement and at A-24's request. A-24 promised to pay the reasonable value and accepted and used the services. R-Stor provided these services in the good faith belief it would be paid for the services. A-24, in turn, benefitted from the services. R-Stor is entitled to the fair and reasonable value of the services.

29. R-Stor requested payment for the products through the Invoice which was sent to A-24. The fair and reasonable value of the services is AUS\$403,200.00.

30. No payment has been made and there is now owing the amount of AUS\$403,200.00, with interest as allowed by law.

## PRAYER FOR RELIEF

WHEREFORE R-Stor prays for judgment against A-24 as follows:

1. For damages according to proof at trial, with interest as allowed by law;
2. For pre and post judgment interest on the damages according to proof;
3. For costs of suit;
4. For such other and further relief as this Court deems just and proper.

Dated: January 26, 2023

**BIALSON, BERGEN & SCHWAB**  
A Professional Corporation

By: /s/ Thomas A. Burg  
THOMAS A. BURG  
Attorneys for Plaintiff  
R-STOR, INC.

1 **DEMAND FOR JURY TRIAL**

2 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff R-Stor, Inc. hereby demands a  
3 jury trial on all issues triable by a jury.

4 Dated: January 26, 2023

BIALSON, BERGEN & SCHWAB  
5 A Professional Corporation

6 By: /s/ Thomas A. Burg  
7 THOMAS A. BURG  
8 Attorneys for Plaintiff  
R-STOR, INC.

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